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Attorneys for Plaintiff,  
AIG KOREA INC.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

AIG KOREA INC.

Plaintiff,

vs.

BINEX LINE CORP.; and DOES 1  
through 10, inclusive,

Defendant.

) In Admiralty

) Case No.:

) **COMPLAINT FOR:**

- ) **1. DAMAGE TO CARGO;**  
) **2. NEGLIGENCE/WILLFUL**  
) **MISCONDUCT;**  
) **3. BREACH OF CONTRACT;**  
) **4. BREACH OF WARRANTY**

COMES NOW Plaintiff, AIG KOREA INC., for its causes of action  
against BINEX LINE CORP. and Does 1 through 10, inclusive, alleges as follows:

**JURISDICTION AND VENUE**

1. This action involves admiralty or maritime claims within the meaning  
of Rule 9(h) of the Federal Rules of Civil Procedure and is within this court's  
admiralty and maritime jurisdiction. As well, this court has jurisdiction under a  
Federal Question under 28 U.S.C. § 1331, in that the dispute arises under federal  
law, namely, the Carriage of Goods by Sea Act ("COGSA"), 46 U.S.C. §30701 et  
seq.

2. Venue is proper in this judicial district as the Defendant's principal

1 place of business is located in Los Angeles and the bill of lading at issue specifies  
2 this court in this judicial district as the designated forum for resolution of disputes.

3 **THE PARTIES**

4 3. Plaintiff AIG KOREA INC. (hereinafter “AIG KOREA” or  
5 “Plaintiff”) is a property and casualty insurance company with an office and  
6 principal place of business at Two IFC, 10 Gukjegeumyung-ro, Youngdeungpo-  
7 gu, Seoul, 07326, Korea.

8 4. At all times material herein, Defendant BINEX LINE CORP.  
9 (“BINEX” or with Does “Defendants”) is a California corporation and a non-  
10 vessel operating common carrier and freight forwarder doing business in this  
11 judicial district with an office and principal place of business at 19515 S.  
12 Vermont Avenue, Torrance, California 90502.

13 5. Plaintiff has no knowledge of the true names and capacities of  
14 Defendants sued herein as Does 1 through 10 inclusive, except that Plaintiff is  
15 informed and believes, and on that basis alleges, the damage to the cargo was  
16 proximately caused by Defendants’ wrongful acts. Plaintiff therefore sues these  
17 Defendants by such fictitious names and Plaintiff will amend this complaint to  
18 allege their true names and capacities when ascertained.

19 6. Plaintiff is informed and believes, and on that basis alleges, that each  
20 of the Doe Defendants were at all times herein mentioned the agent, servant,  
21 employee or contractor of the other Defendants.

22 **FIRST CAUSE OF ACTION**

23 (Damage to Cargo)

24 7. Plaintiff incorporates by reference Paragraphs 1 through 6, inclusive,  
25 of this Complaint as fully set forth herein.

26 8. On May 6, 2022, Defendants, and each of them, accepted a shipment  
27 of 966 boxes of sushi containers (“CARGO”) to be carried from Busan, Korea to  
28 Houston, Texas via the MV ONE MAXIM voyage 059E in the same good order

1 and condition as when received in container number TCLU7801015, under the  
2 BINEX bill of lading number CHL0220506.

3 9. Defendant failed and neglected to carry, handle, forward and monitor  
4 the container and maintain its good order and condition as when received. To the  
5 contrary, the container and the contents were damaged upon delivery.

6 10. By reason of the foregoing, Plaintiff suffered loss and expense in the  
7 sum of \$23,736.04, plus miscellaneous expenses, interest and costs, no part of  
8 which has been paid by Defendants despite demand therefor.

9 **SECOND CAUSE OF ACTION**

10 (Negligence/Willful Misconduct)

11 11. Plaintiff refers to paragraphs 1 through 10, inclusive, of this  
12 complaint and incorporates them herein as though fully set forth.

13 12. The loss to the CARGO was directly and proximately caused by the  
14 negligence, carelessness, and willful misconduct of Defendants.

15 13. As a direct and proximate result of such conduct, Plaintiff has been  
16 damaged in the sum of \$23,736.04, plus miscellaneous expenses, interest and  
17 costs, no part of which has been paid by Defendants despite demand therefor.

18 **THIRD CAUSE OF ACTION**

19 (Breach of Contract)

20 14. Plaintiff refers to paragraphs 1 through 12, inclusive, of this  
21 complaint and incorporates them herein as though fully set forth.

22 15. On or about May 6, 2022, Defendant agreed to safely handle, store,  
23 count, transport and deliver the Cargo in the same good order and condition as  
24 when received.

25 16. Defendant materially and substantially breached and deviated from  
26 their agreement by failing to deliver the container and the CARGO in the same  
27 good order and condition as when received.

28 17. All, of any, conditions and/or covenants required to be performed in

1 accordance with the terms and conditions of the agreement, were complied with or  
2 otherwise excused.

3 18. As a direct and proximate result of the material breach of, and  
4 deviation from, the agreements by Defendant, Plaintiff has been damaged in the  
5 sum of \$23,736.04, plus miscellaneous expenses, interest and costs, no part of  
6 which has been paid by Defendant.

7 **FOURTH CAUSE OF ACTION**

8 (Breach of Warranty)

9 19. Plaintiff refers to paragraphs 1 through 10, inclusive, of the  
10 Complaint and incorporates them herein as though fully set forth.

11 20. In loading and unloading the containers housing the Cargo from the  
12 vessel, Defendants warranted that they would perform the services in a  
13 workmanlike manner using the proper equipment and personnel.

14 21. Defendants improperly loaded, secured and handled the containers  
15 thus, breached their warranty.

16 22. As a direct and proximate result of Defendants' breach of warranty,  
17 Plaintiffs has been damaged in the sum of \$23,736.04, plus miscellaneous  
18 expenses, interest and costs, no part of which has been paid by Defendants despite  
19 demand therefor.

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**PRAYER**

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

1. For general damages in the sum of \$23,736.04, plus miscellaneous expenses, interest and costs;
2. For pre-judgment interest at the rate of 10% per annum from July 25, 2022;
3. For post-judgment interest at the rate of 10% per annum;
4. For costs of suit herein; and
5. For such other and further relief as this court deems just and proper.

Dated: June 20, 2023

CAMMARANO LAW GROUP

By: /s/ Dennis A. Cammarano

Dennis A. Cammarano  
Attorney for Plaintiff,  
*AIG KOREA INC.*  
3614 Complaint 062023.wpd